TERMS & CONDITIONS OF USE

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY.

Constangy, Brooks, Smith & Prophete LLP (hereinafter collectively referred to as "Constangy," "us," "we," "our," or "Firm") created the following Terms & Conditions of Use ("Terms & Conditions") to apply to all users of this website, https://www.constangy.com/ and all digital assets contained or offered therein (collectively, our "Online Services" or "Services"). These Terms & Conditions do not apply to any legal services provided by Constangy.

These Terms & Conditions are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms & Conditions conflict with the English language version, the English language version of these Terms & Conditions shall control.

I. GENERAL CONDITIONS

Please carefully read these Terms & Conditions before using our Services. By using our Services, you agree to be bound by the Terms & Conditions, **including the Binding Arbitration Clause and Class Action Waiver described in Section IX,** and the Privacy Policy. If you do not agree to the Terms & Conditions, then you must not use our Services. If you violate the Terms & Conditions, we reserve the right to deny you access to our Services, together with any and all other legal remedies.

The headings used herein are included for convenience only and will not limit or otherwise affect these Terms & Conditions.

II. NON-EXCLUSIVE, NON-TRANSFERABLE RIGHT TO USE OUR SERVICES

We grant you a limited, revocable, non-exclusive, non-transferable right to review and in some instances print content, from our Services (e.g., our website) for your personal and educational purposes as long as they do not violate any aspect of these Terms & Conditions or applicable law, including our intellectual property and other proprietary rights in and to the Services or the intellectual property rights of another party. We reserve the right to terminate or limit your access to our Services and/or the licenses granted herein for any reason (or no reason) and in our sole discretion.

We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the Services with or without notice and for any reason, including performing maintenance, repairs, or upgrades. We (and our licensors) remain the sole owner of all rights, title, and interest in the Services. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period.

III. INTELLECTUAL PROPERTY

All content, features, and functionality available through our Services, including but not limited to design, artwork, hyperlinks, text, videos, calendars, software, images, technical drawings, blog posts, podcasts, audio, images, art, code, configurations, graphics, other files, and their selection and arrangement ("Materials") are either the proprietary property of us, our affiliates, or licensors and are protected by United States and international intellectual property and proprietary rights laws. We reserve any and all rights to the Materials. The Materials may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means in whole or in part without our prior written permission except you may download and print Materials for non-commercial uses that are not competitive with or derogatory to us, provided that you keep all copyright or other proprietary notices intact, do not alter such Materials, and do not further reproduce, publish or distribute such Materials. Please note that this limited consent may be revoked at any time by us and does not include consent to republish Materials on the Internet, or any Intranet or Extranet site, or to incorporate the Materials in any data base or other compilation. Any other use of the Materials is strictly prohibited. You further agree that you will not systematically extract, collect, or harvest through electronic means or otherwise, any data or data fields from our Services, including but not limited to customer identities or Information (as defined in our Privacy Policy).

All registered and unregistered trademarks visible or accessible through our Services are trademarks of the Firm, or licensors and may not be copied, imitated, or used in whole or in part without the prior written permission of the Firm, or its owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours or our affiliates and may not be copied, imitated, or used in whole or in part without prior written permission of us.

IV. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms & Conditions, you are prohibited from using the Services or its related content: (a) for any unlawful or fraudulent purpose, including but not limited to, the use of fraudulent credit card information; (b) to solicit others to perform or participate in any unlawful or prohibited acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others or delete the copyright or other proprietary rights notice from any content; (e) to harass, abuse, insult, harm, defame, slander, annoy, disparage, intimidate, or discriminate based upon gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information or otherwise attempt to mislead or impersonate another; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of Services including our website (or related website, other websites, or the Internet) or Services; (h) to collect or track the personal information of others; (i) to send advertising or promotion materials, spam, phish, pharm, pretext, spider, crawl, scrape, or facilitate the use of any malware or ransomware; (j) for any damaging, obscene, or immoral purpose; (k) to interfere with or circumvent the security features of the website (or related website, other websites, or the Internet) and/or Services, including those to prevent copying of content or that limit use; (l) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; (m) to systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection,

compilation, database, or directory without written permission from us; (n) to make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; (o) to use a buying agent or purchasing agent to make purchases on the website; (p) use the Services to advertise or offer to sell goods and services; (q) to engage in unauthorized framing of or linking to the Services; (r) to engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (s) to interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the Services; (t) to sell or otherwise transfer your profile; (u) to use the Services as part of any effort to compete with us or otherwise use the Services and/or the content for any revenue-generating endeavor or commercial enterprise; (v) to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website; (w) to copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code; (x) to upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services; (y) to upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); (z) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software; or (aa) in any way that may be deemed a breach or violation of any of our Terms & Conditions or Privacy Policy. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

V. CHILDREN'S INFORMATION

We do not target our Services to minors, who are under the age of sixteen (16) (or a higher age threshold where applicable). You agree that you are not under sixteen (16) years of age. We do not intend to collect or process any Information from anyone under the age of sixteen (16). If we become aware that a user is under sixteen (16) (or a higher age threshold where applicable) and has provided us with Information, we will take steps to comply with any applicable legal requirement to remove such Information. Contact us if you believe that we have mistakenly or unintentionally collected Information from a person under the age of sixteen (16).

VI. ACCURACY, COMPLETENESS & TIMELINESS OF INFORMATION

A. Errors, Inaccuracies, & Omissions

Our Services may contain typographical errors, inaccuracies, or omissions that may relate to Firm offerings, promotions, packages, programs, events, and Materials. We do not warrant the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility placed on such information by you, or by anyone who may be informed of any of its contents.

We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders or programs if any information about the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order, request, submission, payment, form, etc.).

We do not take on any obligation to update, amend, or clarify information in the Services or on any related website, including without limitation, pricing, dates, availability, location, products, and services, except as required by law.

No specified update or refresh data applied in the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

B. Links to the Services

You may not create a link to any page of our Services without our prior written consent. If you do create a link to a page of our Services, you do so at your own risk and the exclusions and limitations set out above will apply to your use of our Services by linking to it.

C. Links on the Services

Our Services might include links to other websites, mobile applications, or social media platforms. We are not responsible for examining or evaluating the content or accuracy of any other website and do not warrant and will not have any liability or responsibility for any other party's materials or websites or for any other materials, products, or services of other websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any other party's websites or other platforms. Please review carefully other party's website's policies and practices and make sure you understand them before you engage in any transaction. Claims, complaints, questions, or concerns regarding other parties should be directed to that party.

VII. WARRANTY DISCLAIMER

OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF OUR SERVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THEM AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR SERVICES, OR RELATED CONTENT, FOR WHICH IS OR MAY BE PROVIDED BY ANY

AFFILIATES OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN OUR SERVICES AND/OR OUR LITERATURE.

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE ARISING FROM YOUR USE OF THE SERVICES OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF THE SERVICES OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND OUR SERVICE PROVIDERS UNDER THESE TERMS & CONDITIONS SHALL NOT EXCEED FIVE HUNDRED DOLLARS ($500.00).

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

VIII. GOVERNING LAW

The Terms & Conditions and any separate agreements whereby we provide you Services shall be governed and construed in accordance with the laws of Georgia without reference to any conflict of law rules.

You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

IX. ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

A. Arbitration Notice

You and Constangy agree that if there is any dispute or claim arising from or related to our Services (except for the Exempt Claims, as defined below), these Terms & Conditions, and/or the Privacy Policy it will be resolved by confidential binding arbitration in Georgia, rather than in court, after first giving Notice of the Dispute ("Notice") to the other party and the opportunity to discuss resolution within thirty (30) days of such Notice. The Notice to the Firm should be sent to Constangy: 230 Peachtree Street, NW, Suite 2400, Atlanta, Georgia, 30303. This Notice must include a description of the nature and basis of the claims the party is asserting, and the relief sought.

If you and Constangy are unable to resolve the claims described in the Notice within thirty (30) days after the Notice is sent, you or the Firm may initiate arbitration proceedings to be conducted by a single impartial arbitrator chosen from the American Arbitration Association (AAA)'s National Roster of Commercial Arbitrators by mutual agreement of the Parties (or by the AAA if

the Parties cannot agree). **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the provisions of these Terms & Conditions as a court would. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.**

The Federal Arbitration Act and federal arbitration law apply, and the AAA will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

The arbitration shall be held in the State of Georgia or at another mutually agreed location. If the arbitration involves a consumer, the arbitration will be held at a location convenient to the consumer. If the value of the relief sought is $10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and us unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Georgia, including recognized principles of equity, and will honor all claims of privilege recognized by applicable law. The arbitrator will also decide any questions relating to the interpretation, applicability, or enforceability of this arbitration clause, except where a party files a claim in court because it is an Exempt Claim (as defined below). If either party files an Exempt Claim, the court presiding over that claim will determine if the claim is an Exempt Claim under this Arbitration Clause. The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding any provision in these Terms & Conditions to the contrary, you and we agree that if we make any change to this Section (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate this Section, any such termination shall not be effective until thirty (30) days after the version of the Terms & Conditions containing this Section is posted to the websites and shall not be effective as to any claim that was filed in a proceeding against us prior to the effective date of termination.

CLASS ACTION WAIVER: YOU AND THE FIRM AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial**.

EXEMPT CLAIMS: You and the Firm agree that the following two (2) types of claims are not required to be submitted to an arbitration subject to the following conditions:

(1) You or we are not required to arbitrate a claim brought on an individual basis in small-claims court. However, if (a) there is an appeal from small-claims court, or (b) a change in the claim that renders the small-claims court unable to resolve the claim, then the claim must be resolved in an arbitration under the terms of this arbitration provision.

(2) You or we are not required to arbitrate a claim brought on an individual basis to enjoin infringement or other misuse of intellectual property rights. Such a claim may be brought in any court of competent jurisdiction. You and we agree that the infringement or other misuse of intellectual property rights could cause irreparable harm for which monetary damages are an inadequate remedy. The prevailing party in an action to enjoin infringement or other misuse of intellectual property rights is entitled to recover costs and fees (including reasonable attorneys' fees) in pursuing that remedy.

OPT OUT: You may opt-out of this mandatory arbitration provision by writing us within sixty (60) calendar days of your agreement to this arbitration provision, either (a) via email at AdminPartner@constangy.com, or (b) by mail to 230 Peachtree Street, NW, Suite 2400, Atlanta, Georgia, 30303. Include your name, address, and date in the correspondence. This is the only way you can opt-out.

B. Claims and Disputes Must be Filed Within One (1) Year

To the extent permitted by law, and without limiting the effect of any disclaimer contained herein, any cause of action or claim you may have with respect to your use of the Services, including, without limitation, any website or mobile application or other Services-related products, services, or other content must be commenced within one (1) year after the claim or cause of action arises. This section applies to you and your heirs, successors, and assigns.

X. SEVERABILITY

To the extent that any provision of these Terms & Conditions is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

XI. TERMINATION

These Terms & Conditions are effective until terminated. We may terminate this agreement at any time without notice to you and may deny you access to our Services.

XII. INDEMNIFICATION

To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

XIII. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to the Terms & Conditions. We shall have the right to assign our rights or delegate any of its responsibilities under these Terms & Conditions to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all our assets.

XIV. CHANGES TO THESE TERMS & CONDITIONS

We reserve the right to change, modify, or amend these Terms & Conditions at any time to reflect changes in our practices and service offerings. If we modify our Terms & Conditions, such changes will be effective upon posting. It is your obligation to check our current Terms & Conditions for any changes. These Terms & Conditions may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

XV. HOW TO CONTACT US

If you have any questions about these Terms & Conditions, please contact us at the following:

Email: AdminPartner@constangy.com

Call us: 1- 800-529-7054

Write us: 230 Peachtree Street, NW,
Suite 2400,
Atlanta, Georgia, 30303.

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